

This Instrument Prepared by
and Return to:
H. Lee Shaw, P.C.
6075 Poplar Avenue, Suite 420
Memphis, TN 38119
901-767-8000

3/01/05 8:55:23
BK 2,166 PG 670
DE SOTO COUNTY, MS
W.E. DAVIS, CH CLERK

MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into on this 16 day of February, 2005,
by and between **TRUSTMARK NATIONAL BANK**, a national banking association
("Lender") and **MARK J. MATZ AND WIFE, SARA K. MATZ** ("Borrower"), to be
effective as of the 16 day of February, 2005.

WITNESSETH:

WHEREAS, on August 27, 2004, Borrower executed the following documents (together
the "Documents"): (1) a promissory note (the "Note") payable to Lender in the principal sum of
Six Hundred Ten Thousand and no/100 Dollars (\$610,000.00), (2) a deed of trust securing the
Note and recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, in Book 2068,
Page 560 (the "Deed of Trust"), (3) a Construction Loan Agreement (the "Loan Agreement"), and
(4) other related documents;

WHEREAS, the Deed of Trust pledges the following real property (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO

AND MADE A PART HEREOF BY THIS REFERENCE

WHEREAS, Borrower desires to obtain from Lender a modification of the terms of the
Documents, and Lender is willing to grant said modification upon the agreement of Borrower to
make, keep and perform all of the terms, conditions and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00)
cash in hand paid and other valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the parties do hereby agree as follows:

1. The Documents are hereby modified as follows:

The committed amount available for draw is increased by Forty-Five Thousand
Dollars (\$45,000.00) to the total sum of Six Hundred Fifty-Five Thousand and
no/100 Dollars (\$655,000.00).

2. Borrower shall pay the indebtedness evidenced by the Note as herein modified and
keep and perform all the terms, conditions and covenants contained in the Documents. Lender

may exercise, at its option, any right or privilege granted in the Documents or by law. The terms, conditions and covenants of the Documents shall remain in full force and effect and shall in no manner be affected by the execution of this Agreement except as expressly modified herein.

3. The execution of this Agreement does not discharge any of the obligors, sureties, endorsers or guarantors of the Note, and all rights of Lender against any or all of the same are expressly reserved.

4. Borrower expressly waives all equity of redemption, statutory right of redemption, homestead, marital rights, and all other rights and exemptions of every kind concerning the Property.

5. A full release of the Deed of Trust shall constitute a release of this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees and grantees, and shall be governed and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

LENDER:

TRUSTMARK NATIONAL BANK

By: David Newsom V.P.

**DAVID NEWSOM,
VICE PRESIDENT**

BORROWER:

Mark J. Matz
MARK J. MATZ

Sara K. Matz
SARA K. MATZ

STATE OF TENNESSEE
COUNTY OF SHELBY

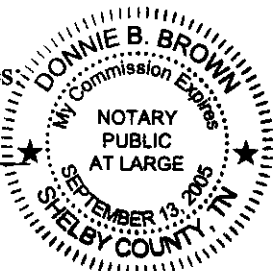
Before me, a Notary Public, of the State and County aforesaid, personally appeared David Newsom, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Vice President of Trustmark National Bank, the within named bargainer, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such Officer.

Witness my hand and seal at office this 16 day of February, 2005.

Donnie B. Brown
NOTARY PUBLIC

My Commission Expires:

9/13/2005

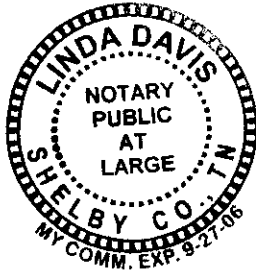


STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Mark J. Matz and wife, Sara K. Matz to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 16 day of February, 2005.

My Commission Expires:



Linda Davis
NOTARY PUBLIC

EXHIBIT "A"
TO MODIFICATION AGREEMENT
BY AND BETWEEN
TRUSTMARK NATIONAL BANK
AND
MARK J. MATZ AND WIFE, SARA K. MATZ

Land situated in DeSoto County, Mississippi:

Parcel I - Fee Parcel

Part of the Gilmer Property as described in Book 204, Page 558, in DeSoto County, Mississippi:

Beginning at an iron pin found in Forest Hill Irene Road, also being in the west line of Section 17, Township 1 South, Range 5 West, being 4613.84 feet south of the physical centerline of Holmes Road; thence North 89 degrees 58 minutes 35 seconds East a distance of 1968.98 feet to an iron pin found; said iron pin being in the west line of the Manning Trust property as described in Book 297, Page 566 (Tract II) in DeSoto County, Mississippi; thence South 00 degrees 27 minutes 26 seconds West along the said west line a distance of 659.20 feet to an iron pin found; said iron pin being in a north line of the Robinson property as described in Book 247, Page 56 in DeSoto County, Mississippi; thence North 89 degrees 56 minutes 38 seconds West along the said north line a distance of 1961.11 feet (dead = 1980 feet more or less) to an iron pin found; said iron pin being in the west line of Section 17, Township 1 South, Range 5 West and an east line of the Robinson property, thence North 00 degrees 13 minutes 40 seconds West along the west line of Section 17 a distance of 656.46 feet to the point of beginning.

Parcel I - Easement

Across Part of the Dunston property as described in Book 332, Page 455 in DeSoto County, Mississippi:

Beginning at an iron pin set in Forest Hill Irene Road, also being in the west line of Section 17, Township 1 South, Range 5 West at the Accepted Mississippi-Tennessee State Line being 4109.91 feet (dead = 4125 feet more or less) south of the physical centerline of Holmes Road; thence North 89 degrees 38 minutes 29 seconds East along the north line of Parcel 1B a distance of 50.00 feet to a point; thence South 00 degrees 13 minutes 40 seconds East parallel with the west line of Section 17, Township 1 South, Range 5 West, a distance of 504.23 feet to a point in the north line of Parcel 2; thence South 89 degrees 58 minutes 35 seconds West along the north line of Parcel 2, a distance of 50.00 feet to an iron pin set; said iron pin being in the west line of Section 17, Township 1 South, Range 5 West and in the east line of the Robinson property as described in Book 247, Page 56; thence North 00 degrees 13 minutes 40 seconds West along the west line of Section 17, Township 1 South, Range 5 West a distance of 503.93 feet to the point of beginning.

mjm tom

Indexing Instructions are as follows: The property is located in the southwest quarter of Section 17, Township 1 south, range 5 west.